

**TRANSMITTAL AND NOTICE OF APPROVAL OF
STATE PLAN MATERIAL**

FOR: HEALTH CARE FINANCING ADMINISTRATION

1. TRANSMITTAL NUMBER:

0 1 - 0 0 9

2. STATE:

Ohio

3. PROGRAM IDENTIFICATION: TITLE XIX OF THE SOCIAL
SECURITY ACT (MEDICAID)

TO: REGIONAL ADMINISTRATOR
HEALTH CARE FINANCING ADMINISTRATION
DEPARTMENT OF HEALTH AND HUMAN SERVICES

4. PROPOSED EFFECTIVE DATE

5. TYPE OF PLAN MATERIAL (Check One):

☐ NEW STATE PLAN

☐ AMENDMENT TO BE CONSIDERED AS NEW PLAN

☒ AMENDMENT

COMPLETE BLOCKS 6 THRU 10 IF THIS IS AN AMENDMENT (Separate Transmittal for each amendment)

6. FEDERAL STATUTE/REGULATION CITATION:

42CFR 431

7. FEDERAL BUDGET IMPACT:

a. FFY 02 \$ 0.00

b. FFY _____ \$ _____

8. PAGE NUMBER OF THE PLAN SECTION OR ATTACHMENT:

Attachment 4.160

9. PAGE NUMBER OF THE SUPERSEDED PLAN SECTION
OR ATTACHMENT (If Applicable):

Attachment 4.160

10. SUBJECT OF AMENDMENT:

Ohio Department of Job and Family Services (ODJFS) and Ohio Department of Mental Retardation
and Developmental Disabilities (ODMR/DD) Interagency Agreement.

11. GOVERNOR'S REVIEW (Check One):

☐ GOVERNOR'S OFFICE REPORTED NO COMMENT

☐ COMMENTS OF GOVERNOR'S OFFICE ENCLOSED

☐ NO REPLY RECEIVED WITHIN 45 DAYS OF SUBMITTAL

☒ OTHER, AS SPECIFIED:

Governor has delegated review to ODJFS
Director

12. SIGNATURE OF STATE AGENCY OFFICIAL:

Thomas J. Hayes

13. TYPED NAME:

Thomas J. Hayes

14. TITLE:

Director

15. DATE SUBMITTED:

12/31/01

16. RETURN TO:

Becky Jackson
ODJFS/BHPP
30 E. Broad St, 27th Floor
Columbus, OH 43215

FOR REGIONAL OFFICE USE ONLY

17. DATE RECEIVED:

1/8/02

18. DATE APPROVED:

1/8/02

PLAN APPROVED - ONE COPY ATTACHED

19. EFFECTIVE DATE OF APPROVED MATERIAL:

January 1, 2002

20. SIGNATURE OF REGIONAL OFFICIAL:

Cheryl A. Harris

21. TYPED NAME:

Cheryl A. Harris

22. TITLE:

Associate Regional Administrator
Division of Medicaid and Children's Health

23. REMARKS:

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JAN 08 2002

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Amendment
INTERAGENCY AGREEMENT AMENDMENT**Amendment No. 1****A-02-07-0466**

1. Amendment No.1 to Interagency Agreement between the Ohio Department of Job and Family Services (hereinafter referred to as "ODJFS "), and the Ohio Department of Mental Retardation and Developmental Disabilities (hereinafter referred to as "ODMR/DD"), dated November 21, 2001.
2. ARTICLE I., Section C. of the Agreement, entitled "Definitions", is hereby changed to ARTICLE I., Section D. entitled "Definitions" and the following definitions are added:

CHIP The Children's Health Insurance Program as set forth in Title XXI of the Social Security Act, administered in Ohio through CFDA grant number 93.767.

MEDICAID The health insurance program as set forth in Title XIX of the Social Security Act, administered in Ohio through CFDA grant number 93.778.
3. ARTICLE I, Section C. of the Agreement is hereby added and will read as follows:

C. Create a framework for both departments to continue to enhance Ohio's commitment to provide and further expand community-based options and services for persons with MR/DD conditions. These services are implemented consistent with the principles of self-determination and provided in the least restrictive alternative appropriate for the person.
4. ARTICLE III., Section A. 10 of the Agreement is hereby amended to read as follows:

10. ODMR/DD shall ensure that any Medicaid due process policies or proposed rules for any approval, denial, reduction or termination of CAFS, HCBS waiver or TCM services experienced by a Medicaid consumer that results from a recommendation made or by an action taken either by ODMR/DD or a CB/MRDD are consistent with the requirements of Chapter 5101:6 of the OAC.
5. ARTICLE IV., Section A. 1 (a) of the Agreement is hereby amended to read as follows:

(a) ODJFS agrees to reimburse the ODMR/DD the appropriate FFP for services identified in this Agreement and provided by the ODMR/DD and for related allowable administrative and general costs. ODJFS shall specify procedures by which the reimbursement and any interagency funds transfers shall be made to the ODMR/DD. The maximum amount which may be compensated under this Agreement is \$584,842,056.00 (five hundred eighty-four million, eight hundred forty-two thousand, fifty-six dollars and no cents) for SFY 02 and \$479,178,357.00 (four hundred, seventy-nine million, one hundred, seventy-eight thousand, three hundred, fifty-seven dollars and no cents) for SFY 03. The amounts identified are subject to change based upon approval by the state Controlling Board to increase ODMR/DD appropriations for services identified in this Agreement. Any such changes will require an amendment to this Agreement.

HCFA-179 # 01-009

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APR 08 2002

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Date Appr.

APR 08 2002

State Rep. In

Date Eff.

Ohio Dept. of Mental Retardation and Developmental Disabilities

A-02-07-0466

page 2 of 2

6. ARTICLE IV., Section B.1. (f) of the Agreement is hereby amended to read as follows:

- (f) ODMR/DD shall charge each CB/MRDD an annual fee pursuant to the provisions of ORC 5123.0412. ODMR/DD shall provide to ODJFS no less than 30% (thirty percent) of the 1% (one percent) annual fee collected under ORC 5123.0412. For FY02, ODMR/DD will transfer these fees to ODJFS in three installments as follows: an estimated one-third of these funds by October 1, 2001; an estimated one third of these funds by February 1, 2002; and, the remaining actual balance for FY02 no later than June 30, 2002. For FY 03, ODMR/DD shall transfer these funds to ODJFS in installments on a schedule agreed upon between ODMR/DD and ODJFS.

7. ARTICLE V., Section A. of the Agreement is hereby amended to read as follows:

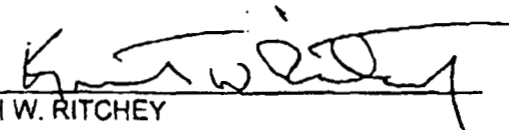
- A. This Agreement shall become effective upon execution and will remain in effect until June 30, 2003, subject to the cancellation provisions contained in this Agreement. This Agreement replaces the current Agreement which took effect on July 1, 2001 and is identified as Interagency Agreement No. A-00-07-276, which has been amended to bear a correct document control number of A-02-07-0904. Interagency Agreement No. A-00-07-276, amended as A-02-07-0904, is hereby terminated effective upon the date this Agreement (A-02-07-0466) is executed.

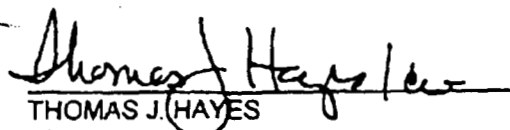
8. All other terms of the Interagency Agreement are hereby affirmed.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 to Interagency Agreement number A-02-07-0466 as of the date of the signature of the Director of the Ohio Department of Job and Family Services.

OHIO DEPARTMENT OF MENTAL RETARDATION
AND DEVELOPMENTAL DISABILITIES

OHIO DEPARTMENT OF JOB AND FAMILY SERVICES


KENNETH W. RITCHEY
Director
1810 Sullivant Avenue
Columbus, OH 43223-1239


THOMAS J. HAYES
Director
30 East Broad Street, 32nd Floor
Columbus, OH 43215-3414

3/29/02
Date

3.29.02
Date

HCFA-179 # 01-009 Date Rec'd APR 08 2002
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**INTERAGENCY AGREEMENT
BETWEEN
OHIO DEPARTMENT OF JOB AND FAMILY SERVICES
AND
THE OHIO DEPARTMENT OF MENTAL RETARDATION AND DEVELOPMENTAL
DISABILITIES**

A-02-07-0466

**I.
PURPOSE**

This Agreement is entered into by the Ohio Department of Job and Family Services (hereinafter "**ODJFS**") and the Ohio Department of Mental Retardation and Developmental Disabilities (hereinafter "**ODMR/DD**") in order to:

- A.** Establish a sub-recipient relationship between **ODJFS** and **ODMR/DD** with regard to providing, or assisting to provide with **ODJFS**, statewide access for eligible individuals with Medicaid or Children's Health Insurance Program (CHIP) coverage for the following services:
- CAFS services;
 - TCM services;
 - HCBS waiver services;
 - ICF-MR (Intermediate Care Facility for the Mentally Retarded) services including ICF-MR services delivered in developmental centers; and
 - PASRR screening services for individuals with mental retardation or other developmental disabilities seeking Nursing Facility (NF) services.
- B.** Provide statewide access to medically necessary covered services comparable in amount, scope and duration, with the exception of PASRR, in accordance with federal compliance requirements including:
- * **Statewide** - The Medicaid state plan services must be in effect everywhere in the state. If certain roles are delegated to political subdivisions [e.g. County Boards of MR/DD (CBMR/DD)] the statewide requirement must be made mandatory upon such subdivisions;
 - * **Recipient free choice of provider** - Any individual eligible for Medicaid may obtain Medicaid state plan services from any institution, agency, pharmacy, person or organization that is qualified to furnish the service or services, is willing to furnish the services and holds a valid Medicaid provider agreement;
 - * **Comparability of services** - The services made available to some individuals with Medicaid coverage shall not be less in amount, duration or scope than the services made available to other individuals with Medicaid coverage. The amount, duration and scope of each service must be sufficient in that it is reasonable to believe that the purpose of the service will be achieved; and
 - * **Reasonable promptness** - The single state Medicaid agency being **ODJFS**, must determine eligibility for Medicaid within specified time periods and must furnish Medicaid services promptly to recipients without any delay caused by the state agency's administrative procedures.

This Agreement does not include medical services available under the general assistance medical program. This Agreement is entered into in order to implement the provisions of 42 CFR 431 Subpart M.

HCFA-179 # 01-009
Supersedes _____
State Rep. In _____
Date Eff. _____

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C. Definitions

ACTIVE TREATMENT	As described in 42 CFR 483.440.
CAFS	Community Alternative Funding System means the habilitation center program as defined at Ohio Revised Code (ORC) 5123.01.
CDJFS	County Department of Job and Family Services.
CB/MRDD	County Board of Mental Retardation and Developmental Disabilities.
CFR	Code of Federal Regulations.
CMS	Centers for Medicare and Medicaid Services (formerly Health Care Financing Administration).
CRIS-E	Client Registry Information System - Enhanced.
DEVELOPMENTAL CENTER	A tax supported state institution under the jurisdiction of ODMR/DD which is maintained, operated, managed and governed by ODMR/DD pursuant to ORC 5123.03 and is licensed or certified by the appropriate governmental entity in accordance with Ohio Administrative Code (OAC) 5123:9-1-01.
FFP	Federal Financial Participation.
HABILITATION CENTER	As described in ORC 5123.041, a non-profit, public or proprietary free standing organization certified by ODMR/DD , which provides habilitative services to individuals with developmental disabilities either directly or through contractual arrangements and receives payment through CAFS.
HCBS WAIVER	Home and Community Based Services Waiver: Any Medicaid home and community-based services waiver program available to individuals with MR/DD granted to ODJFS by CMS as permitted in Section 1915(c) of the Social Security Act, with day to day administration performed by ODMR/DD .
ICF-MR	Intermediate Care Facility for Mentally Retarded certified to provide services to individuals with mental retardation or a related condition in accordance with 42 CFR 483, Subpart I, and administered in accordance with OAC Chapter 5101:3-3.
ICF-MR LOC	A determination that an applicant for institutional or community-based long term care services needs the level of services provided in an ICF-MR as defined in OAC Rule 5101:3-3-07.
IDEA	The federal Individuals with Disabilities Education Act Amendments of 1997.
IO	Individual Options, a home and community based service waiver with day-to-day administration performed by ODMR/DD .
ISTV	Intra-State Transfer Voucher.
LOC	Level of Care.

HCFA-179 # 01-009 Date Rec'd APR 08 2002
Supercedes _____ Date Appr. _____
State Rep. In _____ Date Eff. _____

LTCF	Long - Term Care Facility.
MR/DD	Mental Retardation or other Developmental Disability.
MUI	Major Unusual Incident means the alleged, suspected or actual occurrences set forth in OAC 5123:1-17-02.
NF	Nursing Facility as described in 42 CFR 483, Subpart B, and OAC Rule 5101:3-3-01.
OAC	Ohio Administrative Code.
OBM	Office of Budget and Management.
ORC	Ohio Revised Code.
OBRA '87	Omnibus Budget Reconciliation Act of 1987.
OPAM	Ohio Public Assistance Manual.
PASRR	Pre-Admission Screening and Resident Review of provisions of OBRA '87, as amended, and as prescribed in OAC 5101:3-3-151, 5101:3-3-152 and 5123:2-14-01.
PASSPORT	Pre- Admission Screening System Providing Options and Resources Today, a home and community based service waiver with day-to-day administration performed by the Ohio Department of Aging.
PROGRAM AUDIT	A review conducted to measure the process or performance of a program against the rules, standards, or outcomes established for service delivery; studies internal procedures, staffing and management. A program review includes a review for compliance with a plan of correction, when necessary.
QUALITY ASSURANCE REVIEW	A review conducted to measure and analyze consumer outcomes and the quality of a specific program in order to assure that the program rules and standards are met and the consumer receives the highest quality service needed. A quality assurance review includes a review for compliance with a plan of correction, when necessary.
RFW	Residential Facility Waiver, a home and community based service waiver with day-to-day administration performed by ODMR/DD.
TCM	Targeted Case Management, a Medicaid state plan service that provides case management, including service coordination, services to eligible individuals with MR/DD in accordance with OAC Chapter 5123.
TCN	Transaction Control Number.
UTILIZATION REVIEW	A review conducted to measure and analyze consumption of services to safeguard against unnecessary and/or inappropriate Medicaid utilization.

HCFA-179 # 01-005 Date Rec'd _____
Supersedes _____ Date Appr. APR 08 2002
State Rep. In _____ Date Eff. _____

II.

RESPONSIBILITIES OF THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES

A. General Program Responsibilities

1. **ODJFS** shall act as the single state agency responsible for the administration of the Medicaid program and has the full legal authority to administer or supervise the administration of the program. Certain discrete functions may be delegated to **ODMR/DD**, however nothing in this Agreement can modify, impair or hinder the authority of **ODJFS** to manage the Medicaid program.
2. **ODJFS** shall assign to **ODMR/DD** the authority to manage the Medicaid programs directly relating to the provisions of this Agreement in accordance with federal program compliance requirements which include statewide, recipient free choice of provider, comparability of services, reasonable promptness, and which result in the provision of a Medicaid provider agreement by **ODJFS** to each qualified provider and the execution of a contract between the appropriate CB/MRDD or **ODMR/DD** and the provider.
3. **ODJFS**, through the County Departments of Job and Family Services (herein "**CDJFS**") shall determine recipient eligibility for Medicaid.
4. **ODJFS** shall recognize, as approved providers of services identified in this Agreement, those qualified individuals or organizations certified by **ODMR/DD** that comport with federal and state statutes and regulations.
5. **ODJFS**, in consultation with **ODMR/DD**, shall promulgate OAC rules governing the Medicaid programs administered by **ODMR/DD** pursuant to this Agreement. These rules shall correlate with the rules promulgated by **ODMR/DD** in accordance with Article III., paragraph A.4. of this Agreement.
6. **ODJFS** shall monitor **ODMR/DD**'s performance and compliance with applicable state and federal laws, rules, regulations, and approved federal filings, including approved waivers directly pertaining to the provisions of this Agreement.
7. **ODJFS** shall communicate with **ODMR/DD** on relevant Medicaid issues so that **ODMR/DD** may properly carry out its role as a sub-recipient of federal Medicaid funds.
8. **ODJFS** shall notify **ODMR/DD** of any program-related training sessions and may permit staff from **ODMR/DD** to attend without charge. **ODJFS** shall likewise provide to **ODMR/DD** all appropriate material distributed to other Medicaid providers.
9. **ODJFS** will work with **ODMR/DD** to address access issues within the state and to ensure that individuals with MR/DD conditions who are approved for Medicaid payment for services delivered out-of-state are individuals for whom in-state services are not available.
10. **ODJFS** shall notify, inform and collaborate with **ODMR/DD** upon receipt of requests for payment for out-of-state services.
11. **ODJFS** shall review the **ODMR/DD** proposed Medicaid due process protection policy and rules concerning the approval, denial, reduction or termination of CAFS, TCM or waiver services experienced by a Medicaid consumer that results from a recommendation made by or action taken by either **ODMR/DD** or by a CB/MRDD. **ODJFS** shall decide whether the rules and policy provide sufficient safeguards to people with MR/DD conditions and Medicaid coverage.
12. **ODJFS** shall provide computer access and training materials to **GRIS-E** (for input and informational purposes) for **ODJFS** authorized **ODMR/DD** users and shall explore through a collaborative effort

HCFA-179 # 67-002 Date Rec'd _____
Supersedes _____ Date _____
State Rep. In _____ Date _____

APR 08 2002

with ODMR/DD the provision of "read access" for ODJFS authorized ODMR/DD sub-recipient users either through ODJFS or ODMR/DD.

13. ODJFS will perform review and monitoring activity of ODMR/DD and CB/MRDD regarding Medicaid activities including, but not limited to, program and fiscal activities i.e., rate setting, auditing, settlements and participation relevant to 119 hearings.
14. ODJFS may, as part of its Utilization Review (herein "UR") activities, share Medicaid information with ODMR/DD for the purpose of evaluating the treatment patterns of persons with MR/DD who receive Medicaid services. Information shared concerning Medicaid recipients shall include (i) Medical assistance ID numbers, (ii) Names and addresses, (iii) Medicaid services provided, and (iv) Medical/social/emotional data, including diagnosis and past history of disease and disability.
15. If an OMB A-133 Audit is performed regarding the Medicaid program or the A-133 audit includes Medicaid activities as part of the audit, ODJFS shall review the results of the A-133 audit of ODMR/DD or a CB/MRDD to assure that ODMR/DD or the CB/MRDD is properly managing the Medicaid program and conducting corrective action follow-up. ODJFS will enhance oversight of ODMR/DD management of the Medicaid program including those mechanisms set forth in item 17 of this section.
16. ODJFS may perform program and/or fiscal audits of ODMR/DD and/or CB/MRDD and each provider to determine compliance with the terms and conditions of the programs and services enumerated in this Agreement.
17. ODJFS with ODMR/DD shall review the following:
 - (a) ODMR/DD's Major Unusual Incident alerts and trend reports and specified consumer cases and related outcomes;
 - (b) Both agencies' quality assurance findings and ODMR/DD's Accreditation and Licensure findings and outcomes;
 - (c) ODMR/DD's waiting list reports and waiting list management outcomes; and
 - (d) ODMR/DD's Behavior Support plan sampling findings and outcomes.
18. ODJFS and OBM shall consult with ODMR/DD with respect to each plan ODMR/DD receives from a CB/MRDD under ORC 5123.046 prior to approval of such plan by ODMR/DD pursuant to ORC 5123.046.

B. HCBS Waivers: Program Responsibilities

1. ODJFS shall submit to CMS any initial waiver requests as well as amendment, extension or renewal requests.
2. ODJFS shall ensure that the terms and conditions of CMS approved HCBS waivers are met.
3. ODJFS shall provide all required reports and assurances to CMS in order to comply with federal regulations governing HCBS waivers.
4. ODJFS shall assure that nursing and therapy services (physical therapy, occupational therapy and speech-language pathology) reimbursed under the Ohio Home Care program and received by consumers enrolled on HCBS waivers are appropriate and medically necessary.
5. ODJFS shall retain authority for final approval of each waiver service plan and for reviewing service

HCFA-179 # 01-003 Date Rec'd _____
Supersedes _____ Date Appr. APR 0 8 2002
State Rep. In _____ Date Eff. _____

plans developed by ODMR/DD or its designee, including initial, ongoing and closed cases. ODJFS shall conduct reviews of HCBS waiver programs to assure that individuals being served are eligible for such services and that services are being delivered and claimed by providers as specified in care plans.

6. ODJFS shall provide or delegate level of care determinations for waiver applicants. ODJFS shall delegate to ODMR/DD responsibility for conducting LOC reviews in accordance with OAC Rule 5101:3-3-15.5 for all HCBS waiver administered by ODMR/DD.
7. ODJFS shall consult with ODMR/DD, develop and promulgate OAC rules regarding HCBS waiver services and general oversight of such waivers, as well as HCBS waiver hearing rights and ICF-MR LOC determinations.
8. ODJFS shall review all ODMR/DD Quality Assurance, Accreditation and Licensure plans and protocols which relate specifically to HCBS waivers.
9. ODJFS shall perform Quality Assurance reviews of ODMR/DD HCBS waivers.

C. ICF-MR Services Including ICF-MR Services Delivered in Developmental Centers: Program Responsibilities

1. ODJFS shall operate an ICF-MR program in accordance with federal program compliance requirements, which include statewideness, recipient free choice of provider, comparability of services and reasonable promptness.
2. ODJFS recognizes ODMR/DD authority to establish ICF-MR bed capacity.
3. In accordance with applicable federal and state statutes and regulations, ODJFS shall perform, or designate another approved entity, to perform, pre-admission reviews in order to determine appropriate LOC for all Medicaid eligible residents who are placed in certified sections of Developmental Centers.

D. PASRR: Program Responsibilities

1. ODJFS shall be responsible for implementation of the applicable PASRR provisions of OBRA '87, as amended.
2. ODJFS shall conduct program reviews of ODMR/DD's performance of PASRR Level II determinations.
3. ODJFS shall allow ODMR/DD access to records and exchange information in order to implement PASRR and shall participate in joint planning with all agencies involved in implementing PASRR.
4. ODJFS or its designee shall conduct assessments of individuals with indications of MR or another DD who are applying for admission to a NF or for enrollment onto the PASSPORT waiver to determine whether the level of services provided by a NF are needed.

III.

RESPONSIBILITIES OF OHIO DEPARTMENT OF MENTAL RETARDATION AND DEVELOPMENTAL DISABILITIES

A. General Program Responsibilities

1. ODMR/DD, as a sub-recipient of federal Medicaid funds for the administration and management of CAFS, TCM, HCBS waivers, Developmental Centers and PASRR, shall determine provider certification and licensure status for eligible providers of Medicaid services administered by

HCFA-179 # 01-2009 Date Rec'd _____
Supersedes _____ Date App. APR 08 2002
State Rep. In _____ Date Eff. _____

ODMR/DD; have its performance measured on meeting federal program objectives; and adhere to applicable federal program compliance requirements including statewideness, recipient free choice of provider, comparability of services and reasonable promptness.

2. **ODMR/DD** shall directly manage the Developmental Centers. **ODMR/DD** shall administer CAFS, TCM, HCBS waivers and PASRR programs.
3. **ODMR/DD** shall determine, within reasonable time frames, provider eligibility to receive Medicaid payments in accordance with federal program compliance requirements. These requirements include statewideness, recipient free choice of provider, comparability of services, and reasonable promptness.
4. **ODMR/DD**, in consultation with **ODJFS**, shall promulgate OAC rules governing the Medicaid programs administered by **ODMR/DD** pursuant to this Agreement. These rules shall correlate with the rules promulgated by **ODJFS** in accordance with Article II., paragraph A.5. of this Agreement.
5. **ODMR/DD** shall ensure that all programs identified in this Agreement are implemented in accordance with the approved Medicaid state plan and applicable approved waivers and that all appropriate Medicaid eligible recipients are provided access to such services in accordance with the OAC and ORC provisions.
6. **ODMR/DD** shall assure the provision of technical assistance to providers in order for them to properly discharge their responsibilities under this Agreement.
7. **ODMR/DD** will work with **ODJFS** to address access issues within the state and to ensure that individuals with MR/DD conditions that are approved for Medicaid payment for services delivered out-of-state are individuals for whom in-state Medicaid services are not available.
8. **ODMR/DD** shall notify, inform and collaborate with **ODJFS** upon receipt of requests for payment for out-of-state services.
9. **ODMR/DD** shall collaborate with **ODJFS** to develop service capacity to meet the needs of individuals either through in-state services or through specialized out-of-state services.
10. **ODMR/DD** shall, within 6 months of the date of this Agreement, submit to **ODJFS** a Medicaid due process policy and proposed rules for any approval, denial, reduction or termination of CAFS or TCM services experienced by a Medicaid consumer that results from a recommendation made by or an action taken either by **ODMR/DD** or by a CB/MRDD.
11. **ODMR/DD** shall assure that Medicaid eligible individuals seeking or utilizing MR/DD administered Medicaid services are afforded due process protections when services are approved, reduced, terminated or denied.
12. **ODMR/DD** shall complete an **ODJFS** CRIS-E security agreement for each authorized user in order to receive authorization to access CRIS-E for input and informational purposes only.
13. **ODMR/DD** shall, upon written request by **ODJFS**, review Medicaid information and advise **ODJFS** or its designee regarding the treatment patterns or services provided to individuals with MR/DD. The confidentiality requirements set forth in this Agreement must be followed.
14. **ODMR/DD** shall provide for the exchange of information, upon request, by **ODJFS** on problems and needs of individuals with MR/DD, and about services provided to individuals with MR/DD. **ODMR/DD** shall facilitate access to utilization data.
15. Consumer-specific information may only be shared with the provider of services.

16. ODMR/DD shall perform monitoring of CB/MRDD, those with whom it has Medicaid-related vendor relationships, and other entities, if applicable. ODMR/DD shall make known to ODJFS all Medicaid-related vendor relationships with entities other than county boards of MR/DD
17. ODMR/DD shall assure the maintenance of records in accordance with federal requirements governing the OMB A-133 audit and generally accepted auditing principles. ODMR/DD shall cooperate with ODJFS in responding to any audit or program reviews.
18. ODMR/DD shall license specified residential facilities, including applicable ICFs/MR, in accordance with applicable state statutes and OAC rules.
19. ODMR/DD, with ODJFS, shall review the following:
 - (a) ODMR/DD's Major Unusual Incident alerts and trend reports and specified consumer cases and related outcomes;
 - (b) Both agencies' quality assurance findings and ODMR/DD's Accreditation and Licensure findings and outcomes;
 - (c) ODMR/DD's waiting list reports and waiting list management outcomes; and
 - (d) ODMR/DD's Behavior Support plan sampling findings and outcomes.
20. ODMR/DD shall review each county board plan it receives under ORC section 5123.046 and, in consultation with ODJFS and the Office of Budget and Management, shall approve or disapprove plans.
21. ODMR/DD shall assure that each CB/MRDD shall execute service contracts with providers of MR/DD administered Medicaid services pursuant to the provisions of ORC 5126.035.
22. ODMR/DD shall assure the provision of dispute resolution mediation and arbitration as specified in ORC 5125.036 for disputes related to the provision of Medicaid covered services to Medicaid eligible consumers.
23. ODMR/DD shall assure that the health and welfare of consumers of Medicaid services administered by ODMR/DD are protected, including assurances that all instances where Medicaid eligible consumers are alleged to be subject to major unusual incidents be thoroughly investigated, and if the allegation involves staff directly employed or under contract with the organization conducting the investigation, that ODJFS approved safeguards for potential conflict of interest allegations are utilized.
24. ODMR/DD may, as part of its UR activities, share Medicaid information with ODJFS for the purpose of evaluating the Medicaid service and support utilization of persons with MR/DD. When consumer UR conducted by or on behalf of ODMR/DD results in a finding of inappropriate service utilization, ODMR/DD shall authorize and request a correction of the service plan from the CB/MRDD and shall provide the consumers with notification of the right to a Medicaid due process procedure.

B. CAFS: Program Responsibilities

1. ODMR/DD will work collaboratively with ODJFS and the Ohio Department of Education (ODE), to redesign the CAFS program regarding the provision of IDEA health related services through the CAFS program for children. Effective with the transfer of administrative responsibility, including claims processing for the CAFS program as delivered by local education authorities from ODMR/DD to ODJFS, administrative fees or other monies collected from local education authority providers shall be collected by ODJFS.

HCFA-179 # 01-009 Date Rec'd _____
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State Rep. In _____ Date Eff. _____